

**GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION**



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**D.C. OFFICE OF PUBLIC EDUCATION FACILITIES MODERNIZATION**  
***“Set-Aside for Participation of Small or Disadvantaged Business Enterprises certified by D.C.  
Department of Small and Local Business Development Only”***

**REQUEST FOR PROPOSALS**

**GRASS CUTTING AND MAINTENANCE SERVICES**

**March 10, 2010**

**Proposal Due Date:** **March 25, 2010 by 5 p.m. EDT**

**Contact:** J. W. Lanum  
Procurement Administrator  
2400 East Capitol Street, S. E.  
4<sup>th</sup> Floor  
Washington, D.C. 20003  
Phone: (202) 698-7745

**Solicitation #:** **GM-10-NC-0310-FM**

## **SECTION A: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT**

The Office of Public Education Facilities Modernization (the “Office”) is seeking a contractor to provide management, supervision, labor, materials and equipment necessary to perform grass cutting and maintenance services at multiple District of Columbia Public School locations. The Office intends to make a multiple award under this solicitation. As shown on **Attachment A**, DC Public Schools facilities have been divided into two (2) groups. The Office intends to award the work for each group to separate Contractors based on the evaluation criteria listed in Section H.

**This solicitation is being set aside in the sheltered market and only businesses that are certified by the District of Columbia Department of Small and Local Business Development as small or disadvantaged business enterprises under Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming are eligible to submit bids.**

### **A.1 Scope of Work**

The Contractor shall provide all management, supervision, personnel, materials and equipment required to mow and maintain grass around each facility in accordance with the specifications below.

**Height:** Contractor shall cut grass to the height of approximately three (3) inches during the growing season April 1, through November 30, 2010.

**Edging:** The Contractor shall edge all sidewalks, curbs, and other paved areas every third (3<sup>rd</sup>) cut.

**Trimming:** The Contractor shall trim around all temporary or permanent structures such as flagpoles, walls signs, and playground equipment located in the areas where grass is to be cut.

**Collection and Removal of Refuse:** The Contractor shall collect and remove all refuse encountered during performance of the work and/or resulting from the work performed. The Contractor shall collect and remove all trash, stones, sticks, leaves and debris from the lawn, plants and flower beds and dispose of the collected debris. The Contractor may use school dumpsters for the disposal of refuse generated during the performance of this contract.

### **A.2 Herbicides and Pesticides**

Upon request by the Contracting Officer’s Technical Representative (**COTR**), the Contractor shall spray fence lines and other areas of the site with “Round Up” or “Total Vegetation Control” or an alternate product approved by the COTR. When applying herbicides and pesticides, the

Contractor shall adhere to the following guidelines:

The Contractor shall apply all herbicides and pesticides in accordance with all federal, state and local laws and regulations and under the supervision of a Certified Commercial Applicator properly licensed by the D.C. Department of Consumer and Regulatory Affairs.

The Contractor shall NOT spray when rain is forecast within a twenty-four (24) hour period.

The Contractor shall NOT spray when students are present.

The Contractor shall spray herbicide and pesticides only between June 1 and August 26.

### **A.3 Frequency**

The Contractor shall only perform grass cutting services at the **direction** of the COTR for the facilities covered by this contract. The Contractor will not be compensated for grass cutting services that were not authorized by the COTR.

<b>Month of Cut</b>	<b>Number of Cuts</b>
April	Four (4)
May	Four (4)
June	Four (4)
July	Three (3)
August	Two (2)
September	Two (2)
October	Two (2)
November	Two (2)

Should the Contractor not be able to meet the performance schedule established by this contract, it must notify the COTR in writing stating the reason for its projected nonperformance and submit a Revised Schedule for approval by the COTR.

### **A.4 Service Schedule**

The Contractor shall provide grass cutting and related services Monday through Friday except legal holidays from 7:00 A.M. through 7:00P.M. The Contractor may also provide grass cutting services on Saturdays and Sundays due to inclement weather that causes a schedule change or at the request of the COTR. In these instances the Contractor shall make arrangements with the COTR for access to the grounds prior to commencement of work. The Contractor shall not be paid overtime rates for work performed pursuant to this paragraph. In the event of rain, Contractor shall revise the schedule by one (1) day for each day it rains.

#### **A.5 Contractor's Employees**

The Contractor shall select, supervise and exercise control and direction over its employees and/or subcontractors under this contract. The COTR may direct the Contractor to remove from the contract any employee and/or subcontractor whose continued employment is deemed to be contrary to the best interest of the District.

Prior to commencing performance, Contractor shall identify in writing its key personnel assigned to this contract. Key Personnel named shall include the Project Managers as well as Certified Commercial Applicators. The Contractor shall NOT change these personnel without prior written permission from the COTR.

#### **SECTION B: TERM OF CONTRACT**

The term of the contract shall be Date of Award through November 30, 2010. Continuation of services beyond September 30, 2010 is subject to the availability of funds.

The Contractor shall start work the 1<sup>st</sup> full business day after receipt of a written Notice to Proceed from the Contracting Officer.

#### **SECTION C: CONTRACTOR FEES**

The contract awarded pursuant to this RFP will be an indefinite delivery, indefinite quantity (IDIQ) contract. Offerors are required to bid unit prices for each location set forth on Attachment A. These unit prices will be the Offeror's sole compensation for work performed and as such should include adequate amounts to cover the Offeror's labor, field equipment (i.e. small tools, transportation, trucks and vans, etc.), overhead, insurance and profit.

#### **SECTION D: DELIVERABLES**

The Contractor shall submit to the COTR a schedule for mowing each location. Schedules must cover a minimum period of one (1) month.

The Contractor shall submit the herbicide or pesticide Material Safety Data Sheet (MSDS) and any other required Environmental Protection Agency (EPA) information on usage and handling to the COTR prior to its application.

## **SECTION E: COMPLIANCE REQUIREMENTS**

### **E.1 Licensing, Accreditation and Registration**

The Contractor and all of its subcontractors (regardless of tier) shall comply with all applicable District of Columbia, state, and federal licensing, accreditation, and registration requirements and standards necessary for the performance of the contract.

### **E.2 Service Contract Act**

The selected Contractor shall agree that the work performed under this Contract shall be subject to the wage requirements of the Service Contract Act.

The Contractor is bound by Wage Determination No. 05-2103, Revision No. 8 dated June 02, 2009 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Contractor shall be bound by the wage rates included as **Attachment B** for the term of the contract.

## **SECTION F: ECONOMIC INCLUSION**

### **F.1 SLDBE Participation**

The Office requires significant participation by business enterprises certified by the Department of Small and Local Business Development as: (i) a local business enterprise; (ii) a small business enterprise; (iii) a disadvantaged business enterprise; (iv) having a owned resident business; (v) being a longtime business resident; or (vi) having a local business enterprise with its principal office located in an enterprise zone. Accordingly, and in addition to the preference points conferred by **Section F.2**, the Office requires that **IF** any portion of the Contractor's grass cutting and maintenance services work is to be subcontracted, business enterprises so certified must participate in at least 50% of the subcontracting effort. Of the 50% participation, 35% must be awarded to entities that are certified as either Small or Disadvantaged Business Enterprises by the District of Columbia Local Business Opportunity Commission and 20% to entities that are certified as Disadvantaged Business Enterprises.

### **F.2 Preference for Small, Local, and Disadvantaged Business Enterprises**

**General:** Under the provisions of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, D.C. Law 16-33 (codified at D.C. Code § 2-218.01 et seq.), preferences shall be given to Offerors that are certified by the Department of Small and Local Business Development as being a small business enterprise, having resident business ownership, having a longtime resident business, being a local business enterprise, being a disadvantaged business enterprise, or being a local business enterprise with its principal office located in an enterprise zone. (A copy of the certification acknowledgment letter must be

submitted with the Offeror's Proposal.) In accordance with these laws, the following preferences shall be awarded in evaluating an Offeror's proposal:

- Three (3) preference points shall be awarded if the Offeror is certified as having a small business enterprise.
- Five (5) preference points shall be awarded if the Offeror is certified as having a resident business ownership.
- Ten (10) points shall be awarded if the Offeror is certified as having a longtime resident business.
- Two (2) preference points shall be awarded if the Offeror is certified as a local business enterprise.
- Two (2) preference points shall be awarded if the Offeror is certified as being a local business enterprise with its principal office located in an enterprise zone.
- Two (2) preference points shall be awarded if the Offeror is certified as a disadvantaged business enterprise.

Offerors may qualify for more than one of these categories, so that the maximum number of points available under this section is 12 points.

**Information:** For information regarding the application process, contact the Department of Small and Local Business Development at the following address or telephone number:

Department of Small and Local Business Development  
One Judiciary Square Building  
441 4th Street, NW, 9th Floor  
Washington, DC 20001  
(202) 727-3900 (Telephone Number)  
(202) 724-3786 (Facsimile Number)

### **F.3 Residency Hiring Requirements for Contractors and SubContractors**

At least fifty-one percent (51%) of the Contractor's Team and every subcontractor's employees hired after the Contractor enters into a contract with the Office, or after such subcontractor enters into a contract with the Contractor, to work on this project, shall be residents of the District of Columbia.

Upon execution of the contract, the Contractor and all of its member firms, if any, and each of its subcontractors shall submit to the Office a list of current employees that will be assigned to the project, the date that they were hired and whether or not they live in the District of Columbia.

The Contractor shall comply with subchapter III of Chapter II of Title 1, and subchapter II of Chapter II of Title 1 of the D.C. Code, and all successor acts thereto and the rules and regulations promulgated thereunder. The Contractor and all member firms, subcontractors, tier subcontractors, and suppliers with contracts in the amount of \$100,000 or more shall be required

to comply with the following: (i) enter into a First Source Employment Agreement with the D.C. Department of Employment Services (“DOES”) upon execution of the contract; (ii) submit an executed First Source Agreement to DOES prior to beginning work on the project; (iii) make best efforts to hire at least 51% District residents for all new jobs created by the project; (iv) list all employment vacancies with DOES; (v) submit monthly compliance reports to DOES by the 10<sup>th</sup> of each month; (vi) at least 51% apprentices and trainees employed must be residents of the District registered in program approved by the D.C. Apprenticeship Council; and (vii) trade Contractors and subcontractors with contracts in the amount of \$500,000 or more must register an apprenticeship program with the D.C. Apprenticeship Council.

#### **F.4 Apprenticeship Act**

The D.C. Apprenticeship Act of D.C. Law 2-156, (“Act”) as amended shall apply to this project. All subcontractors selected to perform work on the project on a craft-by-craft basis shall be required to comply with this Act. All terms and conditions of the D.C. Apprenticeship Council Rules and Regulations shall be implemented. The Contractor shall be liable for any subcontractor non-compliance.

#### **F.5 Sheltered Market**

**This solicitation is being set aside in the sheltered market and only businesses that are certified by the District of Columbia Department of Small and Local Business Development as small or disadvantaged business enterprises under Grounds Maintenance: Mowing, Edging, Plant (Not Tree) Trimming are eligible to submit bids.**

### **SECTION G: INSURANCE REQUIREMENTS**

#### **G.1 Required Insurance**

The Contractor will be required to maintain the following types of insurance throughout the life of the contract:

Commercial General Public Liability Insurance (“Liability Insurance”) against liability for bodily injury and death and property damage, such Liability Insurance to be in an amount not less than Five Million Dollars (\$5,000,000) for liability for bodily injury, death and property damage arising from any one occurrence and Five Million Dollars (\$5,000,000) from the aggregate of all occurrences within each policy year. The policy should include completed operations coverage.

Workers’ Compensation and Employers Liability coverage providing statutory benefits for all persons employed by the Contractor, or its Contractors and subcontractors at or in connection with the Work.

Automobile Liability, including Hired and Non-Owned Auto Liability in the amount of at least One Million Dollars (\$1,000,000) for each occurrence for bodily injury and property damage.

## **G.2 Additional Insured**

Each insurance policy shall be issued in the name of the Contractor and shall name as additional insured parties the Office and the District of Columbia, and shall not be cancelable or reduced without thirty (30) days prior written notice to the Office.

## **G.3 Waiver of Subrogation**

All such insurance shall contain a waiver of subrogation against the Office and the District of Columbia, and their respective agents.

## **G.4 Strength of Insurer**

All insurance shall be placed with insurers that are reasonably acceptable to the Office and with an A.M. Best's rating of not less than A- (Excellent) and a surplus size of not less than XV. All such insurers shall be licensed/approved to do business in the District of Columbia.

# **SECTION H: EVALUATION AND AWARD CRITERIA**

## **H.1 Evaluation Process**

The Office shall evaluate submissions and any best and final offers in accordance with the provisions of this section and the Office's Procurement Regulations.

## **H.2 Evaluation Committee**

Each submission shall be evaluated by an Evaluation Committee. The Evaluation Committee shall prepare a written report summarizing its findings and submit the same to the source selection official. Based on the information submitted by the Offerors in response to this RFP and the report prepared by the Evaluation Committee, the source selection official shall select the Offeror(s) whose submissions are determined by the source selection official to be the most advantageous to the Office.

## **H.3 Proposal Evaluation**

Each proposal will be scored on a scale of 1 to 100 points. In addition, Offerors will be eligible to receive up to 12 preference points as described in Section F.2 of this RFP for participation by Local, Small or Disadvantaged Business Enterprises. Thus, the maximum number of points possible is 12.



## **H.4 Technical and Price Criteria**

### **Site Visit**

Award of this contract will be contingent on the results of a site visit conducted by the COTR to determine whether adequate equipment is available to provide the services required by the Office.

### **Proposal, Experience & References (35 points)**

The Office desires to engage a Contractor with the experience necessary to realize the objectives set forth in **Section A** of this RFP. Offerors will be evaluated based on their demonstrated experience in (i) the provision of landscaping and grass cutting services of similar scope and complexity to the services required by the Office; and (ii) references and past performance. If the Offeror is a team or joint venture of multiple companies, the Evaluation Panel will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture.

### **Key Personnel and Project Management Plan (15 Points)**

Offerors are required to submit a Management Plan. The Management Plan should clearly explain how the Contractor intends to manage and implement the services required under the contract. At a minimum, the plan should demonstrate: (i) skill in managing grass cutting and maintenance services on a periodic schedule at multiple locations, (ii) that sufficient staffing and equipment will be provided, (iii) how the Offeror will assure that the schedule is adhered to and that the quality of work is satisfactory or better.

The Offeror's personnel should have the necessary experience to perform the required work. Toward that end, Offerors should include within the proposal a description of Key Management staff who will be assigned to the contract and their qualifications.

### **Price (50 points)**

Offerors will be required to bid unit rates as specified on **Attachment A**. The selected Contractor will invoice and be compensated for actual grass cutting and maintenance services.

## **SECTION I: PROPOSAL ORGANIZATION AND SUBMISSION**

This section outlines specific information necessary for the proper organization and manner in which Offerors' Proposals should be proffered. References are made to other sections in this RFP for further explanation.

### **I.1 Submission Identification**

Submissions shall be proffered in an original and five (5) copies. The Offeror's submission shall be placed in a sealed envelope conspicuously marked: "Proposal for Grass Cutting and Maintenance Services for the D.C. Office of Public Education Facilities Modernization."

## **I.2 Delivery or Mailing of Submissions**

Submissions should be delivered or mailed to:

D.C. Office of Public Education Facilities Modernization  
ATTN: JW Lanum  
2400 East Capitol Street, SE  
Washington, D.C. 20003  
Phone: (202) 698-7762

## **I.3 Date and Time for Receiving Submissions**

Submissions shall be received no later than 5:00 pm E.D.T., on March 25, 2010. The Offeror assumes the sole responsibility for timely delivery of its submission, regardless of the method of delivery.

## **I.4 Submission Size, Organization and Offeror Qualifications**

All submissions shall be submitted on 8-1/2" x 11" bond paper and typewritten. Telephonic, telegraphic, and facsimile submissions shall not be accepted. The Office is interested in a qualitative approach to presentation material. Brief, clear and concise material is more desirable than quantity. The submission shall be organized as follows:

### **A. Executive Summary**

Each Offeror should provide a one page overview of the firm and the proposal contents.

### **B. Disclosure Form**

Each Offeror shall submit a Disclosure Statement substantially in the form of **Attachment C**.

### **C. Bid Form**

Each Offeror shall submit its price on **Attachment A Bid Form**. Material deviations, from the bid form shall be sufficient to render the proposal non-responsive.

### **D. General Team Information and Firm(s) Data**

Each Offeror should provide the following information for the principal Contractor firm and each of its subcontractors.

1. Name(s), address(es), and role(s) of each firm (including all sub-consultants)

2. Firm profile(s), including:
  - i. Age
  - ii. Firm history(ies)
  - iii. Firm size(s)
  - iv. Areas of specialty/concentration
  - v. Current firm workload(s) projected over the next year
3. Description of the team organization and personal qualifications of key staff, including:
  - i. Identification of the single point of contact for the Contractor.
  - ii. Organizational chart illustrating reporting lines and names and titles for key personnel proposed by the Contractor to be assigned to this contract.
  - iii. Resumes for each key person, including definition of that person's role, relevant project experience, and current workload over the next two years.

**E. Relevant Experience and Capabilities**

Each Offeror shall provide detailed descriptions of no more than eight (8) projects that best illustrate the experience and capabilities relevant to this project. For each description, please provide all of the following information in consistent order:

1. Project name and location.
2. Name, address, contact person and telephone number for person that can attest to the quality of the work performed.
3. Brief project description including project cost, scope of work, timeframe performed, and key strengths exhibited.
4. Identification of personnel involved in the selected project who are being proposed to work on this project.

**F. Local Business Utilization Plan**

**If** the use of subcontractors is proposed, each Offeror must submit a proposed Local Business Utilization Plan that identifies the specific certified business enterprises that will participate in the contract and their anticipated roles.

**G. Tax Affidavit**

Each Offeror must submit a tax affidavit substantially in the form of **Attachment D**. In order to be eligible for this procurement, Offerors must be in full compliance with their tax obligations to the District of Columbia government.

## **SECTION J: BIDDING PROCEDURES & PROTESTS**

### **J.1 Contact Person**

For information regarding this RFP please contact:

Tia Mercer  
Program Support Specialist  
2400 East Capitol Street, S. E.  
4<sup>th</sup> Floor  
Washington, D.C. 20003  
Phone: (202) 729-2171

Written questions, requests for interpretation or correction should be directed to Tia Mercer, Program Support Specialist, at tia.mercer@dc.gov no later than noon on March 19, 2010. The person making the request shall be responsible for prompt delivery.

### **J. 2 Explanations to Prospective Offerors**

Each Offeror should carefully examine this Request for Proposals and any and all amendments, addenda or other revisions, and thoroughly familiarize itself with all requirements prior to proffering a submission. Should an Offeror find discrepancies or ambiguities in, or omissions from, the RFP and amendments, addenda or revisions, or otherwise desire an explanation or interpretation of the RFP, any amendments, addenda, or revisions, it must submit questions, requests for interpretation or correction in writing. Any information given to an Offeror concerning the solicitation shall be furnished promptly to all other Offerors as an amendment or addendum to this RFP if in the sole discretion of the Office that information is necessary in proffering submissions or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract shall not be binding.

### **J. 3 Protests**

Protests shall be governed by Section 3934 of the Office's Procurement Regulations (5 DCMR § 3934). Protests alleging defects in this solicitation must be filed prior to the time set for receipt of submissions. If an alleged defect does not exist in this initial RFP, but was incorporated into the RFP by an amendment or addendum, a protest based on that defect must be filed before the next closing time established for proffering submissions. In all other cases, a protester shall file the protest within seven (7) days after the protester knows or should have known whichever is earlier, of the facts and circumstances upon which the protest is based. All protests must be made in writing to the Office's Chief Contracting Officer ("CCO") and must be filed in

duplicate. Protests shall be served on the Office by obtaining written and dated acknowledgment of receipt from the Office's CCO. Protests received by the Office after the indicated period shall not be considered. To expedite handling of protests, the envelope shall be labeled "Protest".

This section is intended to summarize the bid protest procedures and is for the convenience of the Offerors only. To the extent any provision of this section is inconsistent with the Procurement Regulations; the more stringent provisions shall prevail.

#### **J. 4 Contract Award**

This procurement is being conducted in accordance with the provisions of the Office's Procurement Regulations (5 DCMR Chapter 39).

#### **J. 5 Retention of Submissions**

All submissions shall be retained by the Office and therefore shall not be returned to the Offerors. With the exception of proprietary financial information, the submissions shall become the property of the Office and the Office shall have the right to distribute or use such information as it determines.

#### **J. 6 Examination of Submissions**

Offerors are expected to examine the requirements of all instructions (including all amendments, addenda, attachments and exhibits) in this RFP. Failure to do so shall be at the sole risk of the Offeror and may result in disqualification.

#### **J. 7 Late Submissions: Modifications**

- A. Any submission or best and final offer received at the office designated in this RFP after the exact time specified for receipt shall not be considered.
- B. Any modification of a submission, including a modification resulting from the CCO's requests for best and final offers, is subject to the same conditions as in I.8.A stated above.
- C. The only acceptable evidence to establish the time of receipt at the Office's office is the time-date stamp of such installation on the submission wrapper or other documentary evidence of receipt maintained by the installation.
- D. Notwithstanding any other provisions of this RFP to the contrary, a late modification of an otherwise successful submission which makes its terms more favorable to the Office may be considered at any time it is received and may be accepted.

- E. Submissions shall be irrevocable and remain in full force and effect for a period not less than 120 days after receipt of submissions.

#### **J. 8 No Compensation for Preparation of Submissions**

The Office shall not bear or assume any financial obligations or liabilities regarding the preparation of any submissions submitted in response to this RFP, or prepared in connection therewith, including, but without limitation, any submissions, statements, reports, data, information, materials or other documents or items.

#### **J. 9 Rejection of Submissions**

The Office reserves the right, in its sole discretion:

- A. To cancel this solicitation or reject all submissions.
- B. To reject submissions that fail to prove the Offeror's responsibility.
- C. To reject submissions that contain conditions and/or contingencies that in the Office's sole judgment, make the submission indefinite, incomplete, otherwise non-responsive, or otherwise unacceptable for award.
- D. To waive minor irregularities in any submission provided such waiver does not result in an unfair advantage to any Offeror.
- E. To take any other action within the applicable Procurement Regulations or law.
- F. To reject the submission of any Offeror that has submitted a false or misleading statement, affidavit or certification in connection with such submission or this Request for Proposals.

#### **J.10 Limitation of Authority**

Only a person with prior written authority from the CCO shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clauses or conditions of the contract. Furthermore, any alteration, amendment, modification, or waiver of any clause or condition of this RFP is not effective or binding unless made in writing and signed by the CCO or its authorized representative.

**SECTION****ATTACHMENTS****Attachment A****Attachment B****Attachment C****Attachment D****Attachment E**

- School Groups/Bid Form

- Service Contract Act Wage Rates

- Disclosure Statement

- Tax Affidavit

- First Source Agreement